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IEC CORPORATION  
9

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 (SOUTHERN DIVISION – SANTA ANA)  
13

14 SHANA PIERRE, individually and on  
behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 IEC CORPORATION D/B/A  
18 INTERNATIONAL EDUCATION  
CORPORATION, a Delaware  
19 corporation,

20 Defendant.  
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Case No. 8:22-cv-01280-FWS-JDE

CLASS ACTION

**DEFENDANT'S NOTICE OF  
MOTION AND MOTION TO  
COMPEL ARBITRATION**

Date: November 7, 2022  
Time: 10:00 a.m.  
Courtroom 10D

Assigned to The Hon. Fred W. Slaughter

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on November 7, 2022, at 10:00 a.m., or as  
3 soon thereafter as the matter may be heard, in Courtroom 10D of the above-entitled  
4 United States District Court, located at 411 West 4th Street, Santa Ana, California  
5 92701, defendant IEC Corporation (“IEC” or “Defendant”) will and hereby does  
6 move to compel arbitration and stay this action.

7 Pursuant to the Federal Arbitration Act, IEC brings this Motion on the  
8 grounds that Plaintiff Shana Pierre should be compelled to abide by her agreement  
9 to arbitrate her claims against IEC. Plaintiff entered into an arbitration agreement,  
10 and all of Plaintiff’s claims fall within the scope of the arbitration agreement. While  
11 IEC was not a signatory to the arbitration agreement, IEC has a right to compel  
12 arbitration under the doctrine of equitable estoppel, because Plaintiff’s claims  
13 against IEC are intertwined with the Terms and Conditions that contain the  
14 arbitration provision and the alleged misconduct is “interdependent” between IEC  
15 and CollegeAllStar, which is a party to the Terms and Conditions of Use. Thus,  
16 Plaintiff should be equitably estopped from avoiding arbitration of her claims  
17 against IEC. Moreover, Plaintiff cannot show the arbitration provision is  
18 unconscionable or otherwise invalid.

19 This Motion is made following the conference of counsel pursuant to L.R. 7-  
20 3. *See* Petersen Decl. ¶ 2.

21 This Motion is based on this Notice, the accompanying Memorandum of  
22 Points and Authorities with this Notice, Declarations of Shannon Z. Petersen, Mark  
23 Olson, Kirsten Bohn, and Gennifer Bostwick filed herewith, the exhibits attached to  
24 the declarations, the paper and pleadings on file in this action, such other papers as  
25 may be submitted prior to or at the hearing of this motion, and argument at the  
26 hearing.

1 Dated: October 7, 2022

2 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

3  
4 By /s/ Shannon Z. Petersen  
5 SHANNON Z. PETERSEN  
6 LISA YUN PRUITT  
7 SIEUN J. LEE

8 Attorneys for Defendant  
9 IEC CORPORATION